

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC. ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

Miami-Dade County ("LICENSEE")
Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, FL 33128-1974

Telephone: 305-375-5049 Fax: 305-375-3068 E-mail: ms4@miamidade.gov

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of January 1, 2012, (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name **Miami-Dade County**

Location **Same as Above** (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.

F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

G. This license shall specifically exclude Colleges and/or Universities.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of 3/20/12
(Please insert today's date)

LICENSEE

BY: Miriam Singer
(please sign here)

Miriam Singer
(Type or print name)

TITLE: AD, Internal Services Department
for Miami Dade County
Please mail signed license to

SESAC LLC

BY: [Signature]

TITLE: Senior Vice President
Licensing Operations

SESAC
55 Music Square East
Nashville, TN 37203

Schedule "A"
MUNICIPALITY - 2012

I. Municipality. "Municipality," as used in the SESAC Performance License effective **January 1, 2012** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name **Miami-Dade County**

Location _____, _____ (the "Municipality")

II. Fee Schedule/License Fee.

A. The annual License Fee shall be based upon the "Population" of the Municipality as noted below:

<u>"Population"</u>		<u>License Fee for calendar year 2012</u>
25,000	or less	\$ 311
25,001	- 50,000	\$ 621
50,001	- 100,000	\$ 1,011
100,001	- 150,000	\$ 1,475
150,001	- 250,000	\$2,016
250,001	- 500,000	\$2,637
500,001	And over	\$3,337 + \$311 for each additional 100,000 population

Population: **2,496,435** Annual Fee: **\$9246**

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the license fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

Please do not detach, must accompany license

Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203

MUSIC PERFORMANCE LICENSE AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND SESAC

ADDENDUM

- a) The provisions of this Addendum shall supersede any and all provisions in any other agreement between the parties whether oral or in writing and, in the event a provision of this Addendum conflicts with a provision of the SESAC Performance License for Municipalities ("SESAC Agreement") or seeks to limit or eliminate a provision of the SESAC Agreement, the provisions of this Addendum shall apply.
- b) SESAC shall not hold Miami-Dade County (hereinafter referred to as the "County") liable for any use of SESAC's musical compositions prior to the execution of this License Agreement. The County acknowledges that musical compositions are intellectual property, and as such, belong to their creators and permission for their future use must be obtained through a license.
- c) SESAC shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this License Agreement by SESAC or its employees, agents, servants, partners principals or subcontractors. SESAC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
- d) Notwithstanding the provisions of Paragraph 3A of the License Agreement, the License Agreement shall become effective on the date of the first page and shall continue through the last day of the twelfth month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of three (3) additional years. The County reserves the right to exercise its option to extend this License Agreement for up to one hundred-eighty (180) calendar days beyond the current License Agreement period and will notify SESAC in writing of the extension. This License Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and SESAC, upon approval by the Board of County Commissioners.
- e) The first sentence of Paragraph 4D shall be replaced in its entirety with the following: "Effective January 1 of each calendar year subsequent to the effective date of this Agreement, the License Fee may be increased by five percent (5%), rounded to the nearest dollar."
- f) Notwithstanding the provisions of Paragraph 4C of the License Agreement, the provision for a finance charge or late fees will not apply.
- g) Notwithstanding the provisions of Paragraph 4C of the License Agreement, the provision for attorney's fees and cost will not apply.

- h) Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
- i) Notwithstanding the provisions of Paragraph 5A of the License Agreement, any provision for binding arbitration will not apply and any dispute concerning this License Agreement will take place in a federal or state court located in Miami-Dade County, Florida.
- j) SESAC represents and warrants that it offers all municipalities and local governments the same rate schedule. SESAC agrees to provide Miami-Dade County with any revised industry-wide rate schedule in the event that adjustments are made to the fee factors in such rate schedule.
- k) Notwithstanding any other provisions of this License Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this License Agreement upon 30 days' written notice to SESAC. SESAC shall refund to Licensee on a pro-rata basis any unearned license fees paid in advance.
- l) Notwithstanding any other provisions of this License Agreement, all notices required or permitted under this License Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail and followed with delivery of hard copy; and in any case addressed as follows:

Miami-Dade County
Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5049
Fax: (305) 375-3068
Email: ms4@miamidade.gov

- m) Notwithstanding the provisions of Paragraph II C of Schedule A of the License Agreement, "end of the current billing period" shall mean December 31.
- n) Inspector General Reviews

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, SESAC shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this License Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Sesac's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to SESAC, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of SESAC in connection with this License Agreement. The terms of this Article shall not impose any liability on the County by SESAC or any third

party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this License Agreement shall be one quarter (1/4) of one (1) percent of the total License Agreement amount which cost shall be included in the total License Agreement amount. The audit cost will be deducted by the County from progress payments to SESAC. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of SESAC, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to SESAC from the Inspector General or IPSIG retained by the Inspector General, SESAC shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in SESAC's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction

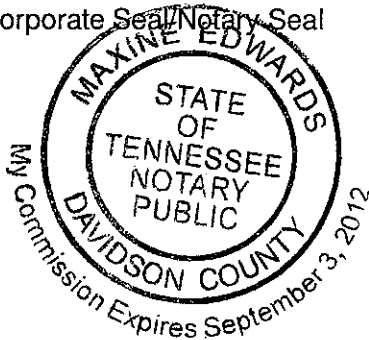
documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- o) Under the County's User Access Program (UAP), new contract awards issued by the Department of Procurement Management shall have a 2% reduction from the total amount to be paid under any invoice. SESAC under this License Agreement shall invoice the License Agreement price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice.

SESAC

By: William R. Co.Name: William R. Co.Title: SR. V.P. Licensing ofDate: 2-13-12Attest: Maxine Edwards
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal



Miami-Dade County

By: Miriam SingerName: Miriam SingerTitle: AD, Internal Services Dept head
for Miami Dade CountyDate: 3/20/12Attest: [Signature]
Clerk of the Board Gene Spencer
3/20/12Approved as to form
and legal sufficiency[Signature]